

AMENDMENT 1
TO THE AGREEMENT
BETWEEN
THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA
AND
THE MINISTER OF DEFENSE
OF THE KINGDOM OF SPAIN
FOR
RESEARCH, DEVELOPMENT, TEST, EVALUATION, PRODUCTION, AND
LIFE CYCLE SUPPORT ACTIVITIES FOR
TECHNOLOGIES AND SYSTEMS
FOR AEGIS-EQUIPPED SHIPS
(AEGIS FRAMEWORK MOA)
DATED 28 FEBRUARY 2002

Certified to be a true copy:


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International Agreements Specialist
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PREAMBLE

The purpose of Amendment 1 (Amendment) to the Agreement between the Department of Defense of the United States of America and Minister of Defense of the Kingdom of Spain for Research, Development, Test, Evaluation, Production, and Life Cycle Support Activities for Technologies and Systems for AEGIS- Equipped Ships (Aegis Framework MOA) is to update the principal representative (PR) for the U.S., to add export control text, and to extend the term of the Aegis Framework MOA until 28 February 2022. Accordingly the Department of Defense of the United States of America and the Minister of Defense of the Kingdom of Spain, hereinafter referred to as "the Parties," have agreed as follows:

SECTION 1

AMENDMENT

1. Revise Article I (Definitions) by adding or modifying the following definitions:

"Contractor Support Personnel: Persons specifically identified as providing administrative, managerial, scientific, or technical support services to a Party under a support Contract."

"Project Agreement (PA) Party: A Party who is a signatory to a specific PA."

"Party: A signatory to this Aegis Framework MOA, as represented by its military and civilian personnel. Contractors and Contractor Support Personnel shall not be representatives of a Party under this MOA."

"Prospective Contractor: Any entity that seeks to enter into a Contract awarded by a Party's Contracting Agency and that, in the case of a solicitation involving the release of export-controlled information, is eligible to receive such information."

2. Revise Article IV (Management (Organization and Responsibility)) as follows:

- 2.1. Replace the fourth sentence of paragraph 4.1. of Article IV (Management (Organization and Responsibility)) with the following:

"For the U.S. DOD the PR shall be the Program Executive Officer for Integrated Warfare Systems (PEO IWS)."

- 2.2. Add the following paragraph after 4.1.5.:

"4.1.6. Employing its best efforts to resolve, in consultation with the export control authorities of the Participant or PA Participant concerned, any export control issues raised by the Participant or by the PA Participant's Program Manager (PM) or Project

Steering Committee (PSC) representative in accordance with subparagraphs 4.4.10. and 4.5.12., and 9.9 of this MOA.”

2.3. Add the following paragraph after 4.4.9.

“4.4.10. Monitoring export control arrangements required to implement PAs under this MOA and, if applicable, referring immediately to the PA Participant’s PR Board representative of any export control issues that could adversely affect the implementation of a PA under this MOA.”

2.4. Add the following paragraph after 4.5.11.:

“4.5.12. Monitoring export control arrangements required to implement PAs under this MOA and, if applicable, referring immediately to the PSC representative any export control issues that could adversely affect the implementation of a PA under this MOA.”

3. Revise Article VI (Contracting Provisions) as follows:

3.1. Replace paragraph 6.5. with the following:

“6.5. Each PA Party’s Contracting Agency shall negotiate to obtain the rights to use and disclose Project Information required by Article IX (Disclosure and Use of Project Information), Article X (Controlled Unclassified Information), Article XII (Security), Article XIII (Third Party Sale and Transfers), and Article XIX (Amendment, Termination, Entry into Force, and Duration) of this MOA and, including export control provisions in accordance with this MOA, in particular paragraphs 6.9. and 6.10. of this Article. During the Contracting process, each PA Party’s Contracting Officer shall advise Prospective Contractors of their responsibility to notify immediately the Contracting Agency, before Contract award, if they are subject to any license or agreement that shall restrict that PA Party’s freedom to disclose Project Information or permit its use. The Contracting Officer shall also advise Prospective Contractors to employ their best efforts not to enter into any new agreement or arrangement that will result in restrictions.”

3.2. Insert the following new paragraphs 6.9. and 6.10. after paragraph 6.8.:

“6.9. Each Party or PA Party shall legally bind its Contractors to a requirement that the Contractor shall not retransfer or otherwise use export-controlled information furnished by the other PA Party for any purpose other than the purposes authorized under this Aegis Framework MOA or the applicable PAs under this MOA. The Contractor shall also be legally bound not to retransfer the export-controlled information to another Contractor or subcontractor unless that Contractor or subcontractor has been legally bound to limit use of the information to the purposes authorized under this MOA or the applicable PA under this MOA. Export-controlled information furnished by one Party under this MOA, or one PA Party under a PA under this MOA, may only be retransferred by the other Party or PA Party to its Contractors if the legal arrangements required by this paragraph have been established.

6.10. Each PA Party shall legally bind its Prospective Contractors to a requirement that Prospective Contractors shall not retransfer or otherwise use export-controlled

information furnished by the other PA Party for any purpose other than responding to a solicitation issued in furtherance of the purposes authorized under the applicable PA under this MOA. Prospective Contractors shall not be authorized use for any other purpose if they are not awarded a Contract. The Prospective Contractors shall also be legally bound not to retransfer the export-controlled information to a prospective subcontractor unless that prospective subcontractor has been legally bound to limit use of the export-controlled information for the purpose of responding to the solicitation. Export-controlled information furnished by one PA Party under a PA under this MOA may only be retransferred by the other PA Party to its Prospective Contractors if the legal arrangements required by this paragraph have been established. Upon request by the furnishing PA Party, the receiving PA Party shall identify its Prospective Contractors and prospective subcontractors receiving such export-controlled information."

4. Revise Article IX (Disclosure and Use of Project Information) as follows:

4.1. Delete the word "and" at the end of 9.3.1.2., delete the period at the end of 9.3.1.3. and replace it with "; and,", and add the following paragraph after 9.3.1.3.:

"9.3.1.4. any disclosure or transfer of such Project Background Information to Contractors is consistent with the furnishing PA Party's export control laws and regulations."

4.2. Delete the word "and" at the end of 9.5.1.2., delete the period at the end of 9.5.1.3. and replace it with "; and,", and add the following paragraph after 9.5.1.3.:

"9.5.1.4. any disclosure or transfer of such Project Background Information to Contractors is consistent with the furnishing PA Party's export control laws and regulations."

4.3. Add the following paragraphs after paragraph 9.8.:

"9.9. Transfer of Project Information shall be consistent with the furnishing Party's or PA Party's applicable export control laws and regulations. Unless otherwise restricted by duly authorized officials of the furnishing Party or PA Party at the time of transfer to the other Party or PA Party, all export-controlled information furnished by that Party or PA Party to the other Party or PA Party may be retransferred to the other Party's or PA Party's Contractors, subcontractors, Prospective Contractors, and prospective subcontractors, subject to the above stated requirements of paragraphs 6.9. and 6.10. of Article VI (Contracting Provisions) of this MOA. Export-controlled information may be furnished by Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of one Party's or PA Party's nation to the Contractors, subcontractors, Prospective Contractors, and prospective subcontractors of the other Party's or PA Party's nation pursuant to this MOA, subject to the conditions established in licenses or other approvals issued by the Government of the former Party or PA Party in accordance with its applicable export control laws and regulations.

9.10. If a Party or PA Party finds it necessary to exercise a restriction on the retransfer of export-controlled information as set out in paragraph 9.9. of this Section, it shall promptly inform the other Party or PA Party. If a restriction is then exercised and the

affected Party or PA Party objects, that Party's PR or PA Party's EC representative will promptly notify the other Party's PR or PA Party's EC representative and they shall immediately consult in order to discuss ways to resolve such issues or mitigate any adverse effects."

5. Replace paragraph 10.2 of Article X (Controlled Unclassified Information) as follows:

"10.2. To assist in providing the appropriate controls, the originating Party shall ensure that Controlled Unclassified Information is appropriately marked to ensure its "in confidence" nature. The Parties' and PA Parties' export-controlled information shall be marked in accordance with the applicable Party's or PA Party's export control markings as documented in the Project Security Instruction (PSI) and Classification Guide (CG). The Parties and PA Parties shall also decide, in advance and in writing, on the markings to be placed on any other types of Controlled Unclassified Information and describe such markings in the PSI and CG."

6. Revise Article XII (Security) as follows:

6.1. At the end of the second sentence of paragraph 12.5., delete the period and add the following:

"and shall require that markings for all export-controlled Classified Information shall include the applicable export control markings identified in the PSI in accordance with paragraph 10.2. of Article 10 (Controlled Unclassified Information) of this MOA"

7. Revise Article XIX (Amendment, Termination, Entry into Force, and Duration) as follows:

7.1. Replace the first sentence of paragraph 19.1. with the following

"19.1. All activities of the Parties under this MOA will be carried out in accordance with their respective national laws and regulations, including their respective export control laws and regulations."

7.2. Replace paragraph 19.7. with the following:

"19.7. This Aegis Framework MOA, which consists of nineteen (19) Articles and one (1) Annex, shall enter into force upon signature by both Parties and shall remain in force until February 28, 2022. It may be extended by written agreement of the Parties."

8. All other provisions of this Aegis Framework MOA remain unchanged.

SECTION II

EFFECTIVE DATE AND SIGNATURES

This Amendment shall enter into force upon signature by both Parties and shall remain in force as long as the Aegis Framework MOA which it amends.

IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this Agreement.

DONE, in duplicate, in the English language.

FOR THE DEPARTMENT OF DEFENSE
OF THE UNITED STATES OF AMERICA

Signature

Ronald J. Rixey
Name

Deputy Assistant Secretary of the
Navy (International Programs)
Title

FEB 7 2012

Date

Washington, D.C.
Location

FOR THE MINISTER OF DEFENSE OF
THE KINGDOM OF SPAIN

Signature

Almirante Jefe del Apoyo Logístico Armada
Name

ALMIRANTE JEFE DEL APOYO LOGISTICO ARMADA
Title

FEB 28, 2012
Date

MADRID
Location